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US EPA RECORDS CENTER REGION 5



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August 20, 2012

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Ms. Deena Sheppard
USEPA
77 West Jackson, Blvd, SE-5J
Chicago, IL 60604-3590

Re: **Gary Development Landfill Site, Gary, Indiana; Response of
Brandenburg Industrial Service Company to EPA's May 17, 2012
Request for Information Pursuant to 42 U.S.C. § 9604(e)**

Dear Ms. Sheppard:

This letter and its enclosure are submitted on behalf of Brandenburg Industrial Service Company ("Brandenburg") in response to the above referenced information request (the "Request").

Sincerely,

Susan E. Brice

AD9:umi

cc: Brandenburg Industrial Service Company

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**PRELIMINARY STATEMENT AND GENERAL OBJECTIONS REGARDING
RESPONSES TO INFORMATION REQUEST QUESTIONS**

Brandenburg Industrial Service Company ("Brandenburg") is voluntarily submitting the information and documents contained in its Response, but it reserves all of its legal rights based on the objections noted below. Brandenburg states that certain information sought by EPA no longer exists. Brandenburg follows a document retention policy in its normal course of business. Based on its good faith efforts to interpret and respond to the Request and subject to its objections, the Company submits this Response.

On May 17, 2012, Nicole Wood of EPA sent an email to Brandenburg's counsel clarifying the scope of the 104(e) Request. Ms. Wood stated that "the information request we sent your client consisted of questions not intended for Brandenburg specifically, but often included in EPA's standard 104(e) requests. As such, please let this email serve as your record that at this time EPA is interested only in records in Brandenburg's possession and control that relate to the Gary Development Landfill. Please do not send us the insurance information at this time." Accordingly, Brandenburg responds only to Requests 1, 2 and 4. All Exhibits referenced in Brandenburg's response are submitted in further support hereof.

Brandenburg asserts the following general privileges, protections and objections with respect to the Request and each information request (also referred to as "Questions") therein.

1. Brandenburg asserts all privileges and protections it has in regard to the documents and other information sought by EPA, including the attorney-client privilege, the attorney work product doctrine, all privileges and protections related to materials generated in anticipation of litigation, the settlement communication protection, the confidential business information ("CBI") and trade secret protections, the joint defense privilege and any other privilege or protection available to it under law. In the event that a privileged or protected document has been inadvertently included among the documents produced in response to the Request, Brandenburg asks that any such document be returned to Brandenburg immediately and here states for the record that it is not waiving any available privilege or protection as to any such document.

2. Brandenburg objects to any requirement to produce documents or information already in the possession of a government agency, including but not limited to EPA, or already in the public domain. Subject to and without waiving this objection, Brandenburg may produce certain information or documents in its possession, custody, or control that it previously provided to or obtained from government agencies that contain information responsive to the Request.

3. Brandenburg objects to the extent the Request seeks information and documents not within its possession, custody or control of Brandenburg and/or seeks to require Brandenburg to gather responsive information from former employees/agents/contractors. Brandenburg is aware of no obligation that it has under Section 104(e) of CERCLA to seek out information from individuals who are not currently employed by Brandenburg. Brandenburg disclaims any responsibility to search for, locate, and provide EPA copies of any documents "known [by Brandenburg] to exist" but not in Brandenburg's possession, custody, or control.

4. Brandenburg objects to the extent the Request is beyond the scope of the Agency's authority to request information or require under CERCLA § 104(e) and/or imposes any burden on Brandenburg not imposed by applicable discovery provisions of the Federal Rules of Civil Procedure and the Consolidated Rules of Administrative Practice at 40 CFR Part 22.

5. Brandenburg objects to Instruction No. 5 to the extent it seeks to impose a continuing obligation on Brandenburg to supplement these responses. Further, this Instruction is unlimited as to time. Brandenburg will, of course, comply with any lawful future requests that are within EPA's authority and reserves the right to voluntarily supplement its responses at any time should additional information become available.

6. Brandenburg objects to the definition of "you," "your company," and "Respondent" in Definition 10 as overbroad. Subject to and without waiving this objection, Brandenburg has undertaken a diligent and good faith effort to locate and furnish documents and information in its possession, custody, and control that are responsive to the Request.

7. Brandenburg objects to the Request to the extent it asks Brandenburg to make legal conclusions concerning CERCLA liability.

8. Brandenburg objects to the Request's use of the legal terms that assume legal conclusions, such as "hazardous substance" and "arranged for disposal." Brandenburg makes no legal conclusions in this Response.

OBJECTIONS AND RESPONSES

REQUEST NO. 1: Provide copies of all documents, records, and correspondence in your possession relating to the Gary Development Landfill.

RESPONSE NO. 1: Brandenburg objects to the Request and overbroad, unduly burdensome and not reasonably limited in time or scope. Subject to and without waiving these and its general objections, Brandenburg produces documents it has located relating to the Gary Development Landfill.

REQUEST NO. 2: In regard to materials your company disposed of at Gary Development Landfill, arranged for disposal of at Gary Development Landfill, or transported to Gary Development Landfill, identify and describe, and provide all documents that refer or relate to:

RESPONSE NO. 2: Brandenburg objects to the Request as vague, ambiguous, overbroad, unduly burdensome, calling for legal conclusions and not reasonably limited in time or scope. Subject to and without waiving these and its general objections, Brandenburg provides the following responses:

REQUEST NO. 2a. The precise location, address, and name of the facility where disposal, treatment, unloading, management, and handling of the hazardous substances occurred. Provide the official name of the facility and a description of the facility where each hazardous substance involved in such transactions was actually disposed or treated.

RESPONSE NO. 2a: Brandenburg objects to the Request as not reasonably limited in time or scope and as calling for a legal conclusion. Subject to and without waiving these and its general objections, Brandenburg has located documents indicating that it transported a small amount of materials to the Gary Development Landfill in late 1980 and in 1985.

No intermediate sites were used for the transportation of materials, management, or handling of hazardous substances delivered to Gary Development Landfill. All materials were shipped directly from each project site to the Gary Development Landfill.

REQUEST NO. 2b. If the location or facility of such disposal, treatment, unloading, management and handling is a different location or facility than what was originally intended, please provide all documents that relate and/or refer to why the substances came to be located at the different location or facility.

RESPONSE NO. 2b: Brandenburg objects to the Request as vague, ambiguous, not reasonably limited in time or scope and as calling for a legal conclusion. Subject to and without waiving these and its general objections, Brandenburg states that it does not believe the materials were intended to be sent to a different location when they left the Ashland and DuPont facilities.

No intermediate sites were used for the transportation of materials delivered to Gary Development Landfill. All materials were shipped directly from each project site to the Gary Development Landfill.

REQUEST NO. 2c. All intermediate sites where the hazardous substances involved in each arrangement were transshipped, or where they were stored or held, any time prior to final treatment or disposal.

RESPONSE NO. 2c: Brandenburg objects to the Request as vague, ambiguous, not reasonably limited in time or scope and as calling for a legal conclusion. Subject to and without waiving these and its general objections, Brandenburg states the materials shipped in late 1980 originated at the Ashland Chemical Plant in Hammond, Indiana ("Ashland Materials"). The materials shipped in 1985 originated at the E.I. Du Pont Nemours and Company facility in East Chicago, Indiana ("DuPont Materials").

No intermediate sites were used for the transshipment, storage or holding of materials delivered to Gary Development Landfill. All materials were shipped directly from each project site to the Gary Development Landfill.

REQUEST NO. 2d. The nature, including the chemical content, characteristics, physical state (e.g., solid, liquid) and quantity (volume and weight) of all hazardous substances involved in each arrangement.

RESPONSE NO. 2d: Brandenburg objects to the Request as vague, ambiguous, not reasonably limited in time or scope and as calling for a legal

conclusion. Subject to and without waiving these and its general objections, Brandenburg states that the Ashland Materials were comprised of pipe insulating asbestos material which had been thoroughly wet down and put into plastic bags bearing the proper warning labels. The State of Indiana gave Brandenburg approval to dispose of 300 cubic yards of pipe insulating asbestos material at the Gary Development Landfill.

Brandenburg does not have records of the actual amount shipped. Because of the amount paid to Gary Development Landfill, Brandenburg concludes that the total quantity shipped under that permit was significantly less than the permitted 300 cubic yard quantity.

The State approval states that the material is "to be mixed (by Gary Development Landfill) with refuse and covered with a minimum of six inches of cover soil immediately. It also provides that the asbestos must be sufficiently dampened (by Brandenburg) to prevent airborne contamination during compaction. It requires that the landfill comply with 330 IAC 4-1 (Regulations SPC 18) and obtain any necessary local approvals from the Lake County Health Department.

We do not have records of the actual amount shipped from the DuPont project to Gary Development Landfill. The DuPont Materials were comprised of asbestos-containing pipe and equipment insulation that was handled and transported in accordance with the law.

The small number and amount of payments to Gary Development Landfill associated with this job suggest the DuPont Material sent to the Site was minimal. Records suggest there were only two loads, one around September 30, 1985 and one around October 11, 1985. The total amount paid to Gary Development Landfill relating to the DuPont demolition was less than \$2,000. See documents produced.

It was our intent to ship each load destined for Gary Development Landfill to that location. No loads were diverted or turned around.

REQUEST NO. 2e. In general terms, the nature and quantity of the non-hazardous substances involved in each such arrangement.

RESPONSE NO. 2e: Brandenburg incorporates its response to Request No. 2d as its response.

REQUEST NO. 2f. The condition of the transferred material containing hazardous substances when it was stored, disposed, treated or transported for disposal or treatment.

RESPONSE NO. 2f: Brandenburg incorporates its response to Request No. 2d as its response.

REQUEST NO. 2g. The markings on and type, condition and number of containers in which the hazardous materials were contained when they were stored, disposed, treated, or transported for disposal or treatment.

RESPONSE NO. 2g: Brandenburg incorporates its response to Request No. 2d as its response.

REQUEST NO. 2h. All tests, analyses, analytical results and manifests concerning each hazardous substance involved in each transaction. Please include information regarding who conducted the test and how the test was conducted (batch sampling, representative sampling, splits, composite, etc.)

RESPONSE NO. 2h: Brandenburg objects to the Request as not reasonably limited in time or scope and as calling for a legal conclusion. Subject to and without waiving these and its general objections, Brandenburg states that it has been unable to locate any manifests relating to the Ashland Materials. However, Brandenburg is aware that the asbestos involved in the Ashland Chemical Plant demolition included amosite and chrysotile asbestos. See attached documents. Not all of the asbestos materials involved in the Ashland Chemical Plant demolition were sent to the Gary Development Landfill. No testing documents have been located regarding the DuPont Materials.

REQUEST NO. 2i. The final disposition of each of the hazardous substances involved in each arrangement.

RESPONSE NO. 2i: Brandenburg incorporates its response to Request No. 2d as its response.

REQUEST NO. 2j. All persons, including you, who may have entered into an agreement or contract for the disposal, treatment or transportation of a hazardous substance at or to the Site. Please provide the persons' titles and departments/offices.

RESPONSE NO. 2j: Brandenburg objects to the Request as not limited in time or scope and as calling for a legal conclusion. Subject to and without waiving these and its general objections, Brandenburg states that Brandenburg Demolition, Inc. was involved in the transportation of the Ashland Materials and DuPont Materials. Documents indicate that Jack Hesotian and William Somerville, former employees of Brandenburg and Lawrence Hagen of Gary Development participated in the Ashland Materials arrangement.

REQUEST NO. 2(j)(i). The names, addresses, and telephone numbers of persons or entities who received the hazardous substances from the persons described in 2(j) above.

RESPONSE NO. 2(j)(i): Brandenburg objects to the Request as not limited in time or scope and as calling for a

legal conclusion. Subject to and without waiving these and its general objections, Brandenburg states that it does not know at this time.

REQUEST NO. 2(j)(ii). Any person with whom the persons described in 2(j) made such arrangements.

RESPONSE NO. 2(j)(ii): Brandenburg incorporates its response to Request No. 2j as its response.

REQUEST NO. 2(j)(iii). The dates when each person described in 2(j) made such arrangements and provide any documentation.

RESPONSE NO. 2(j)(iii): Brandenburg objects to the Request as not limited in time or scope and as calling for a legal conclusion. Subject to and without waiving these and its general objections, Brandenburg states that the transportation arrangements for the Ashland Materials occurred in November and December 1980. The DuPont Materials were shipped on or around September 30, 1985 and October 11, 1985. See attached documents.

REQUEST NO. 2(j)(iv). The steps you or other persons, including persons identified in 2(j) above took to reduce the spillage or leakage. Please identify any operational manuals or policies (e.g. a facility's spill control policy) which address the management of spills and leaks and provide any documentation.

RESPONSE NO. 2(j)(iv): Brandenburg objects to the Request as *overbroad and not reasonably limited in time or scope*. Subject to and without waiving these and its general objections, Brandenburg incorporates its response to Request No. 2d. Brandenburg further states that the asbestos material was placed in 6 mil poly bags at the site of removal. The bags were sealed and then washed to remove any exterior asbestos contamination. The washed bags were placed in a dedicated roll-off box for transportation directly to Gary Development Landfill. See attached documents.

REQUEST NO. 2(j)(v). The amount paid by you, or other persons referred to in 2(j) above in connection with each transaction for such arrangement, the method of payment, and the identity of the persons involved. Please provide any contacts, written agreements, or documentation reflecting the terms of the agreements.

RESPONSE NO. 2(j)(v): Brandenburg objects to the Request as not limited in time or scope and as calling for a legal conclusion. Subject to and without waiving these and its general objections, Brandenburg states that the documents

indicate that Brandenburg paid Gary Development Landfill \$579.40 in January 1981; \$552.20 in February 1981; \$1,258.00 in September 1985; and \$684.00 in October 1985. See attached documents.

REQUEST NO. 2(j)(vi). The amount of money received by you or other persons referred to in 2(j) above for the sale, transfer, or delivery of any material containing hazardous substances and provide any documentation. If the material was repaired, refurbished, or reconditioned, how much money was paid for this service?

RESPONSE NO. 2(j)(vi): Brandenburg objects to the Request as vague, ambiguous, not reasonably limited in time or scope and as calling for a legal conclusion. Subject to and without waiving these and its general objections, Brandenburg states that it performed demolition services at the Ashland site for and in consideration of receiving title to the scrap metal derived from said demolition. Further, Brandenburg states that it was paid a fee for its overall demolition services associated with the DuPont site.

REQUEST NO. 2k. Who controlled and/or transported the hazardous substances prior to delivery to the Site? Provide agreements and/or documents showing the times when each party possessed the hazardous substances.

RESPONSE NO. 2k: Brandenburg objects to the Request as not limited in time or scope and as calling for a legal conclusion. Subject to and without waiving these and its general objections, Brandenburg states that the Ashland Materials were originally owned by Ashland Oil, Inc. and were incorporated into buildings on the Ashland Chemical Site. Prior to demolition, the Site was purchased by Rabin Brothers. The DuPont Materials were originally owned by the E.I. DuPont Nemours and Company and were incorporated into buildings at DuPont's East Chicago, Indiana Site.

REQUEST NO. 2l. Identify all persons, including you, who may have transported materials to the Site. Such persons will hereinafter be referred to as "Transporters."

RESPONSE NO. 2l: Brandenburg objects to the Request as not limited in time or scope. Subject to and without waiving this and its general objections, Brandenburg states that it transported the Ashland Materials and the DuPont Materials to the Gary Development Landfill. The identity of the truck driver(s) is unknown at this time.

REQUEST NO. 2(l)(i). State the names, telephone numbers and present or last known addresses of all individuals who you have reason to believe may have knowledge, information or documents

regarding any transportation of materials to the Site, the disposal of materials at the Site, or the identities of the companies whose material was disposed of at the Site. For each individual identified, summarize the types of knowledge, information or documents you believe he or she may have.

RESPONSE NO. 2(l)(i): Brandenburg incorporates its response to Request Nos. 2(d), 2(j) and 2(l).

REQUEST NO. 2(l)(ii). State whether there exists any agreement or contract (other than an insurance policy) which may indemnify the Company, present owners of shares in the Company or past owners of shares in the Company, for any liability that may result under CERCLA for any release of a hazardous substance from the Site. If so, please provide a copy of the agreement or contract. Identify by name and job title the person who prepared the agreement or contract, and if the document is not readily available, state where it is stored, maintained and why it is no longer available.

RESPONSE NO. 2(l)(ii): Brandenburg objects to the Request as calling for a legal conclusion. Subject to and without waiving this and its general objections, Brandenburg states that it is unaware of any such agreement. Investigation continues.

REQUEST NO. 2(l)(iii). State whether an insurance policy has ever been in effect which may indemnify the Company against any liability which the Company may have under CERCLA for any release or threatened release of a hazardous substance that may have occurred at the Site. If so, please provide a copy of the policy. Identify any policy that you cannot locate or obtain by the name of the carrier, years in effect, nature and extent of coverage, and any other information you have.

RESPONSE NO. 2(l)(iii): Brandenburg objects to the Request as calling for a legal conclusion. Subject to and without waiving this and its general objections, Brandenburg states that it is unaware of any such policy. Investigation continues.

REQUEST NO. 2(l)(iv). Identify all persons and entities from whom Transporter accepted materials which were taken directly or indirectly to the Site.

RESPONSE NO. 2(l)(iv): Brandenburg incorporates its response to Request No. 2(d).

REQUEST NO. 2(l)(v). Identify the owners of the materials that were accepted for transportation by the Transporter.

RESPONSE NO. 2(l)(v): Brandenburg incorporates its response to Request Nos. 2(k). With respect to both projects, Brandenburg became the owner of the Ashland and DuPont Materials.

REQUEST NO. 2(l)(vi). Identify the person who selected the Site as the location to which Transporter took the materials to the Site.

RESPONSE NO. 2(l)(vi): Brandenburg objects to the Request as not limited in time or scope and as calling for a legal conclusion. Subject to and without waiving these and its general objections, Brandenburg states that it does not know who selected the Site.

REQUEST NO. 2(l)(vii). Describe the measures taken by the persons who gave the materials to the Transporters to determine what the Transporters would actually do with the materials they accepted.

RESPONSE NO. 2(l)(vii): Brandenburg objects to the Request as not limited in time or scope and as calling for a legal conclusion. Subject to and without waiving these and its general objections, Brandenburg states that, at this time, it is unaware of the nature of any actions taken by others with respect to the materials. Further, Brandenburg states that it was the Transporter of the Ashland Materials and DuPont Materials delivered to Gary Development Landfill. Brandenburg incorporates its response to Request Nos. 2(d) and 2(h). Investigation continues.

REQUEST NO. 2(l)(viii). For each material, describe any warnings given to you with respect to its handling.

RESPONSE NO. 2(l)(viii): Brandenburg incorporates its response to Request Nos. 2(d) and 2(h).

REQUEST NO. 2(l)(ix). Identify all locations to which the material was shipped, stored or held prior to their final treatment or disposal.

RESPONSE NO. 2(l)(ix): Brandenburg objects to the Request as calling for a legal conclusion. Subject to and without waiving this and its general objections, Brandenburg states that based upon typical practice, the Ashland Materials and DuPont Materials were sent directly from their point of origin to the Gary Development Landfill.

REQUEST NO. 2(l)(x). The amount paid to each Transporter for accepting the materials for transportation, the method of payment and the identity of the person who paid each transporter.

RESPONSE NO. 2(l)(x): Brandenburg incorporates its response to Request Nos. 2(j)(vi) and 2(k).

REQUEST NO. 2m. The owner(s) or possessor(s) (persons in possession) of the hazardous substances involved in each arrangement for disposal or treatment of the substances. If the ownership(s) changed, when did this change(s) occur? Please provide documents describing this transfer of ownership, including the date of transfer, persons involved in the transfer, reason for the transfer of ownership, and details of the arrangement(s) such as contracts, agreements. etc. If you did not own the hazardous substances when shipped, who did own it and how did you come to own the hazardous substances?

RESPONSE NO. 2m: Brandenburg incorporates its response to Request Nos. 2(d), 2(k) and 2(l)(v) refers to documents produced. By virtue of the dismantling contracts, Brandenburg was the owner of materials shipped to Gary Development Landfill.

REQUEST NO. 2n. Who selected the location where the hazardous substances were to be disposed or treated?

RESPONSE NO. 2n: Brandenburg incorporates its response to Request Nos. 2(l)(vi).

REQUEST NO. 2o. How were the hazardous substances or materials containing hazardous substances planned to be used at the Site?

RESPONSE NO. 2o: Brandenburg incorporates its response to Request No. 2(d).

REQUEST NO. 2p. What was done to the hazardous substances once they were brought to the Site, including any service, repair, recycling, treatment, or disposal.

RESPONSE NO. 2p: Brandenburg incorporates its response to Request No. 2(d) and further states that it does not have first hand knowledge of how Gary Development Landfill handled the Ashland Materials or the DuPont Materials other than what is stated in this Response.

REQUEST NO. 2q. What activities were typically conducted at the Site or the specific facility where the hazardous substances were sent? What were the common business practices at the Site? How and when did you obtain this information?

RESPONSE NO. 2q: Brandenburg objects to the Request as calling for a legal conclusion. Subject to and without waiving this and its general objections, Brandenburg states it became aware of the Gary Development Landfill in late 1980 when it was seeking a location for the Ashland

Materials. Brandenburg understood at the time that the Site operated as a landfill. A review of Brandenburg's records indicate that Brandenburg only sent materials to the Gary Development Landfill on 4 occasions as discussed in Response Nos. 2(a) and 2(j).

Brandenburg has no first-hand knowledge of activities conducted at the Site.

REQUEST NO. 2r. How were the hazardous substances typically used, handled, or disposed of at the Site?

RESPONSE NO. 2r: Brandenburg incorporates its response to Request No. 2(q).

REQUEST NO. 2s. How long did you have a relationship with the owner(s) and/or operator(s) of the Site?

RESPONSE NO. 2s: Brandenburg objects to the Request as calling for a legal conclusion. Subject to and without waiving this and its general objections, Brandenburg states that it did not have an ongoing relationship with the owner or operator of the Gary Development Landfill. Brandenburg became aware of the Gary Development Landfill in 1980. After that time, Brandenburg's records indicate that it only sent materials to the Gary Development Landfill for one other job in 1985.

REQUEST NO. 2t. Did you have any influence over waste disposal activities at the Site? If so, how?

RESPONSE NO. 2t: Brandenburg objects to the Request as calling for a legal conclusion. Subject to and without waiving this and its general objections, Brandenburg states that the State of Indiana sent Lawrence Hagen a letter on December 17, 1980 stating how the Ashland Materials should be handled. Brandenburg did not have influence over how Gary Development Landfill operated its facilities.

REQUEST NO. 2u. What percentage of your total hazardous substances went to the Site?

RESPONSE NO. 2u: Brandenburg objects to the Request as irrelevant, overbroad, not reasonably limited in time or scope and as calling for a legal conclusion.

REQUEST NO. 2v. What steps did you take to dispose of or treat the hazardous substances? Please provide documents, agreements and/or contracts reflecting these steps.

RESPONSE NO. 2v: Brandenburg incorporates its response to Request Nos. 2(d) and 2(m).

REQUEST NO. 2w. What involvement (if any) did you have in selecting the particular means and method of disposal of the hazardous substances.

RESPONSE NO. 2w: Brandenburg incorporates its response to Request Nos. 2(d) and 2(m).

REQUEST NO. 2x. At the time you transferred the hazardous substances, what did you intend to happen to the hazardous substances? Please provide any contracts, written agreements, and/or other documentation reflecting the intention of the parties. If you do not have such documents and/or materials, please so state.

RESPONSE NO. 2x: Brandenburg objects to the Request as not reasonably limited in time or scope and as calling for a legal conclusion. Subject to and without waiving these and its general objections, Brandenburg states that the Ashland Materials and DuPont Materials were transferred to the landfill in order to be put in the landfill by Gary Development Landfill.

REQUEST NO. 2y. With respect to all transactions involving hazardous substances, at the time of the transaction, specify the measures you took to determine the actual means of treatment, disposal or other uses of hazardous substances. Provide information you had about the treatment and disposal practices at the Site. What assurances, if any, were you given by the owners/operators at the Site regarding the proper handling and ultimate disposition of the materials you sent there?

RESPONSE NO. 2y: Brandenburg objects to the Request as calling for a legal conclusion. Subject to and without waiving these and its general objections, Brandenburg incorporates its response to Request No. 2(d) and further states that it sought approval from the State of Indiana to send the Ashland Materials to Gary Development Landfill and that the State sent Lawrence Hagen a letter outlining how the materials should be handled. Investigation continues.

REQUEST NO. 2z. What efforts, if any, did you take to investigate the nature of the operations conducted at the Site and the environmental compliance of the Site prior to selling, transferring, delivering (e.g., for repair, consignment, or joint-venture), disposing of, or arranging for the treatment or disposal of any hazardous substances.

RESPONSE NO. 2z: Brandenburg objects to the Request as not reasonably limited in time or scope and as calling for a legal conclusion. Subject to and without waiving these and its general objections, Brandenburg incorporates its response to Request No. 2(y) and further states that it relied upon the expertise of the State of Indiana to ensure that the Gary Development Landfill complied with the law.

REQUEST NO. 4. State the date(s) on which the drums and/or hazardous substances were sent, brought or moved to the Site and the names, addresses and telephone numbers of the person(s) making arrangements for the drums to be sent, brought or moved to the Site.

RESPONSE NO. 4: Brandenburg objects to the Request as not reasonably limited in time or scope and as calling for a legal conclusion. Subject to and without waiving these and its general objections, Brandenburg believes the Ashland Materials were moved to the Site on December 23, 1980, December 24, 1980 and possibly December 29, 1980. Brandenburg believes the DuPont Materials were moved to the Site shortly before September 27, 1985 and October 11, 1985. Brandenburg did not send drums to the Site.

REDACTED

January, 1862

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February. The tribemonts

Index	Page	Section	Sub-section	Item	Value	Unit	Notes
1	1	Balance Sheet	Assets	Jan 1st	100.00		
2	2	Balance Sheet	Liabilities	Jan 1st	100.00		
3	3	Income Statement	Income	Jan 1st	100.00		
4	4	Income Statement	Expenses	Jan 1st	100.00		
5	5	Income Statement	Net Income	Jan 1st	100.00		
6	6	Balance Sheet	Assets	Jan 1st	100.00		
7	7	Balance Sheet	Liabilities	Jan 1st	100.00		
8	8	Income Statement	Income	Jan 1st	100.00		
9	9	Income Statement	Expenses	Jan 1st	100.00		
10	10	Income Statement	Net Income	Jan 1st	100.00		
11	11	Balance Sheet	Assets	Jan 1st	100.00		
12	12	Balance Sheet	Liabilities	Jan 1st	100.00		
13	13	Income Statement	Income	Jan 1st	100.00		
14	14	Income Statement	Expenses	Jan 1st	100.00		
15	15	Income Statement	Net Income	Jan 1st	100.00		
16	16	Balance Sheet	Assets	Jan 1st	100.00		
17	17	Balance Sheet	Liabilities	Jan 1st	100.00		
18	18	Income Statement	Income	Jan 1st	100.00		
19	19	Income Statement	Expenses	Jan 1st	100.00		
20	20	Income Statement	Net Income	Jan 1st	100.00		
21	21	Balance Sheet	Assets	Jan 1st	100.00		
22	22	Balance Sheet	Liabilities	Jan 1st	100.00		
23	23	Income Statement	Income	Jan 1st	100.00		
24	24	Income Statement	Expenses	Jan 1st	100.00		
25	25	Income Statement	Net Income	Jan 1st	100.00		
26	26	Balance Sheet	Assets	Jan 1st	100.00		
27	27	Balance Sheet	Liabilities	Jan 1st	100.00		
28	28	Income Statement	Income	Jan 1st	100.00		
29	29	Income Statement	Expenses	Jan 1st	100.00		
30	30	Income Statement	Net Income	Jan 1st	100.00		
31	31	Balance Sheet	Assets	Jan 1st	100.00		
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33	33	Income Statement	Income	Jan 1st	100.00		
34	34	Income Statement	Expenses	Jan 1st	100.00		
35	35	Income Statement	Net Income	Jan 1st	100.00		
36	36	Balance Sheet	Assets	Jan 1st	100.00		
37	37	Balance Sheet	Liabilities	Jan 1st	100.00		
38	38	Income Statement	Income	Jan 1st	100.00		
39	39	Income Statement	Expenses	Jan 1st	100.00		
40	40	Income Statement	Net Income	Jan 1st	100.00		
41	41	Balance Sheet	Assets	Jan 1st	100.00		
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43	43	Income Statement	Income	Jan 1st	100.00		
44	44	Income Statement	Expenses	Jan 1st	100.00		
45	45	Income Statement	Net Income	Jan 1st	100.00		
46	46	Balance Sheet	Assets	Jan 1st	100.00		
47	47	Balance Sheet	Liabilities	Jan 1st	100.00		
48	48	Income Statement	Income	Jan 1st	100.00		
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51	51	Balance Sheet	Assets	Jan 1st	100.00		
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57	57	Balance Sheet	Liabilities	Jan 1st	100.00		
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61	61	Balance Sheet	Assets	Jan 1st	100.00		
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63	63	Income Statement	Income	Jan 1st	100.00		
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65	65	Income Statement	Net Income	Jan 1st	100.00		
66	66	Balance Sheet	Assets	Jan 1st	100.00		
67	67	Balance Sheet	Liabilities	Jan 1st	100.00		
68	68	Income Statement	Income	Jan 1st	100.00		
69	69	Income Statement	Expenses	Jan 1st	100.00		
70	70	Income Statement	Net Income	Jan 1st	100.00		
71	71	Balance Sheet	Assets	Jan 1st	100.00		
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73	73	Income Statement	Income	Jan 1st	100.00		
74	74	Income Statement	Expenses	Jan 1st	100.00		
75	75	Income Statement	Net Income	Jan 1st	100.00		
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81	81	Balance Sheet	Assets	Jan 1st	100.00		
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83	83	Income Statement	Income	Jan 1st	100.00		
84	84	Income Statement	Expenses	Jan 1st	100.00		
85	85	Income Statement	Net Income	Jan 1st	100.00		
86	86	Balance Sheet	Assets	Jan 1st	100.00		
87	87	Balance Sheet	Liabilities	Jan 1st	100.00		
88	88	Income Statement	Income	Jan 1st	100.00		
89	89	Income Statement	Expenses	Jan 1st	100.00		
90	90	Income Statement	Net Income	Jan 1st	100.00		
91	91	Balance Sheet	Assets	Jan 1st	100.00		
92	92	Balance Sheet	Liabilities	Jan 1st	100.00		
93	93	Income Statement	Income	Jan 1st	100.00		
94	94	Income Statement	Expenses	Jan 1st	100.00		
95	95	Income Statement	Net Income	Jan 1st	100.00		
96	96	Balance Sheet	Assets	Jan 1st	100.00		
97	97	Balance Sheet	Liabilities	Jan 1st	100.00		
98	98	Income Statement	Income	Jan 1st	100.00		
99	99	Income Statement	Expenses	Jan 1st	100.00		
100	100	Income Statement	Net Income	Jan 1st	100.00		

1	2	3	4	5
1985	Balance Deposits	Amount	Discount Earned	Accounts Payable FICA
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29	1985	26	Foot Desc Co.	57
30				103
				1258.00
				1258.00

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1	2	3	4	5	6
1985			Discount	Accounts	
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			Deposit	Earned	
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BRANDENBURG DEMOLITION
COMPANY NUMBER 1

**** MONTHLY TRIAL BALANCE ****
ACCOUNTING MONTH 09

DATE 10/18/85 TIME 16.44 PAGE 45 ACG26
OPER CC

S/L
ACCOUNT GENERAL LEDGER
ACCOUNT DESCRIPTION

TRANSACTION
SOURCE

TRANSACTION
DESCRIPTION

DEBIT
AMOUNT

CREDIT
AMOUNT

JOURNAL
REFERENCE
NUMBER

JOURNAL
ENTRY
DATE

CHECK
NO. JOB
NUMBER

REDACTED

YES

GRAY DEV. DUMP FEES

1,250.00

PJ05-0002 9/30/85

5685

REDACTED

BRANDENBURG DEMOLITION
COMPANY NUMBER 1

*** MONTHLY TRIAL BALANCE ***
ACCOUNTING MONTH 10

DATE 11/13/85 TIME 16.38 PAGE 52 ACG26
OPER CC

G/L ACCOUNT	GENERAL LEDGER ACCOUNT DESCRIPTION	TRANSACTION SOURCE	TRANSACTION DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	JOURNAL REFERENCE NUMBER	JOURNAL ENTRY DATE	CHECK NO.	JOB NUMBER
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44 GARY DEVEL DUMP FEES 10/7/85 684.00

PJ24-0001 10/11/85

5685

SEE BACK SIDE

STATE OF INDIANA



INDIANAPOLIS

STATE BOARD OF HEALTH
AN EQUAL OPPORTUNITY EMPLOYER

Address Reply to:
Indiana State Board of Health
1330 West Michigan Street
P. O. Box 1964
Indianapolis, IN 46206

DEC 17 1980

DEC 22 1980

Mr. Lawrence Hagen
479 North Cline Avenue
P.O. Box 6056
Gary, IN 46406

Dear Mr. Hagen:

Re: Disposal of Pipe Insulating
Asbestos Waste Material from
former Ashland Chemical Plant
Hammond, Indiana

This letter acknowledges the request for disposal dated November 7, 1980, from Brandenburg Demolition, Inc.

Approval is hereby granted for disposal of 300 cubic yards on a one-time-only basis, of Pipe Insulating Asbestos Waste Material from the former Ashland Chemical Plant at the Gary Land Development, OPP No. 45-2, Lake County. The waste is to be mixed with refuse and covered with a minimum of six inches of cover soil immediately.

The approval is granted subject to the following conditions:

1. The generator and/or hauler must contact you to notify you of the time of disposal and conditions of shipment.
2. Appropriate protective clothing should be used during handling and disposal to insure proper protection from exposure to the material, especially protection from inhalation.
3. All asbestos must be sufficiently dampened to prevent airborne contamination during compaction.

This approval will be revoked if the landfill fails to maintain compliance with 330 IAC 4-1, et seq. (Regulation SPC 18). Any necessary local approval must be obtained from the Lake County Health Department.

Mr. Lawrence Hagen

-2-

If you have any questions, please contact Mr. Steven Wakefield of the Solid Waste Management Section at AC 317/633-0178.

Very truly yours,

Oral H. Hert

Oral H. Hert, Director
Bureau of Engineering

SWakefield/lb

cc: Lake County Health Department
Mr. Jack Hesotian, Brandenburg
Demolition, Inc.
Hammond Air Pollution Control

12-23-80 1 Load 3PM

12-24-80 1 Load 11³⁰ AM

12-29-80

For Ashland Chem

COLBURN LABORATORIES, INC.

Consulting Chemists

4840 SOUTH WILDOTT AVENUE • CHICAGO, ILLINOIS 60609 • TELEPHONE 276-7875 (A.C. 312)

LABORATORY REPORT

SEP 30 1980
No. 21174

September 25, 1980

Brandenburg Demolition, Inc.
2110 South Marshall Boulevard
Chicago, Illinois 60623

Attention: Mr. Jack Hesotian

(Confirming telephone report)

Samples: Eight samples of insulation

Test:

The samples were heated to a temperature of 1650°F, and afterward examined microscopically for the presence of fibers which had not melted.

All 8 samples were found to contain fibers having the appearance of asbestos, after the heat treatment. It is possible that the samples contain rock wool, but usually rock wool is distinguishable from asbestos by microscopic examination. We therefore believe it is highly probable there is asbestos present, but we cannot be positive.

We suggest that if you wish to confirm definitely the presence of asbestos you send the samples to laboratory equipped for electron microscopy.

Respectfully submitted,

COLBURN LABORATORIES, INC.

Jm. Colburn

Pres.

WC:ma
CC (2)

File Ashlan



walter c. mocrone associates, inc.

CONSULTING: ULTRAMICROANALYSIS • MICROSCOPY • SMALL PARTICLE PROBLEMS • SOLID-STATE CHEMISTRY

15 October 1980

Mr. Jack Hasotian
Brandenburg of Indiana
P. O. Box 289
Whiting, Indiana 46394

Dear Mr. Hasotian:

We have completed our examination for asbestos in the six (6) samples of building material which you submitted. Examination by polarized light microscopy with dispersion staining revealed that all of the samples contain asbestos. In addition to asbestos the samples contain limestone. The type and quantity of asbestos in each sample is summarized in the table below.

<u>Sample</u>	<u>Type asbestos</u>	<u>% wt. asbestos</u>
Building #1	amosite	20-25
Building #2	amosite chrysotile	20-25 5-10
Building #3	amosite chrysotile	10-15 15-20
Building #4	amosite chrysotile	10-15 10-15
Building #5	amosite	25-30
Building #6	amosite chrysotile	10-15 5-10

Thank you for consulting McCrone Associates. If there are any questions, please feel free to call me.

Sincerely,

Mark E. Palenik
Senior Research Microscopist

MEP:gb
Ref: 9437

Brandenburg

Demolition, Inc.

November 7, 1980

Solid Waste Section
1313 West Michigan Av.
Indianapolis, Ind. 46206

Attn: Guinn Doyle

Gentlemen:

We are currently engaged in the dismantlement of the former Ashland Chemical Plant located near 167th and Indianapolis Blvd., Hammond, Indiana and we have generated approximately 300 cubic yards of pipe insulating asbestos material which has been thoroughly wet down and put into plastic bags bearing the proper warning labels.

We would like to secure a permit to transport and dispose of this material at the Gary Land Development Landfill at Gary and Cline Avenues.

Thank you for your cooperation.

Sincerely,

BRANDENBURG DEMOLITION, INC.

Jack M. Hesotian
Asst. Secretary

/ms

317-633-0178

CALLS to Guinn Doyle

Nov 7th TALKED to him

Nov 12th left Mem

Nov 14th left Mem

Nov 18th held for 5 minutes then left Message

9:20 AM Nov 19th left Message

DEC 3RD WAKEFIELD SAID 2 MORE WEEKS
going INTO computer TODAY

Doyle Nov 19th SAID ON 11-28-80 permit
should be almost ready



MEMORANDUM

FROM: Thomas J. Little, President
TO: All Brandenburg Employees
SUBJECT: Procedure for Removal of Asbestos Insulation

In the event that the removal of insulation and/or fireproofing materials is anticipated on a given demolition project, a sample of the material will be taken during bid preparation. The sample will then be sent to an outside laboratory for analysis. Assuming the sampled material is found to contain asbestos in a form which may become friable during removal, the following procedure will be strictly adhered to:

- (1) After the required warning signs have been posted, and other appropriate security measures taken, each employee who will be working in the general area where the stripping/removal of asbestos will take place, is to be provided with clothing and respiratory protective equipment in accordance with pertinent OSHA regulations. The use of these items is mandatory.
- (2) As previously emphasized, the stripping and removal of friable asbestos must be completed prior to the commencement of structural demolition. In all instances the asbestos-containing material must be thoroughly and continuously wet down before, during, and after stripping. It should be noted that sufficient wetting means there are to be "no visible emissions of particulate matter" (i.e., dust), resulting from the stripping operation.
- (3) The asbestos material, while still thoroughly wet, will be placed in the standard, properly-labeled poly bags. The bags will then be sealed in such manner as to insure against leakage during transport to the permit-designated landfill.
- (4) Supervisory personnel will closely coordinate the removal of the bagged material so as to prevent the accumulation of significant amounts of asbestos on the jobsite.
- (5) Specific jobsite conditions will determine when vacuum pump "monitoring" of the air will be required to insure against improper emissions or exposure.

Brandenburg

Demolition, Inc.

September 12, 1980

SEP 25 1980

Machinery & Equipment Co.
Box 3132
San Francisco, California 94119

Attn: Ken Rowell

Gentlemen:

Brandenburg Demolition, Inc. proposes to demolish portions of the former Ashland Chemical Plant located approximately 600 feet west of Indianapolis Boulevard between 165th Street and 167th Street, Hammond, Indiana. We will demolish all portions of this plant which lie north of the office building and east of the large warehouse building according to the following specifications:

- (1) We will remove all buildings and structures down to grade elevation.
- (2) We will haul and legally dispose of all combustible debris, metallic debris and insulation.
- (3) We will leave all concrete and masonry debris on the site.
- (4) This proposal does not include the wrecking or removal of concrete or asphalt slabs at or near surrounding grade elevation.
- (5) This proposal does not include the removal of foundations below grade elevation.
- (6) Upon completion the entire site will be rough graded and left in a neat, clean, safe condition.
- (7) We will secure and pay for all necessary licenses and permits.
- (8) All utility lines shall be disconnected from the demolition area by others.
- (9) We will remove the south most boiler from the boiler house and prepare for shipment including:
 - (A) Disassembly necessary to ship.
 - (B) Placement of boiler and parts on railroad car.
 - (C) Tie boiler to railroad car according to railroad specifications.
- (10) The distillation columns and related equipment located west of the fat splitting glycerine area shall be left in place for removal by others. *10A Remove for seller - Murray Boiler, in boiler room.*
- (11) All salvage and building contents resulting from the above captioned work shall become the property of Brandenburg Demolition, Inc. with the exception of the equipment listed in Paragraph 12. In the event that Machinery & Equipment Co. desires to purchase

Brandenburg

Demolition, Inc.

September 12, 1980

Page -2-

Machinery & Equipment Co.

Re: Demolition of the former Ashland Chemical Plant
Hammond, Indiana

any piece of equipment back from Brandenburg Demolition, Inc., Machinery & Equipment Co. shall notify Brandenburg before Brandenburg starts to work on said piece of equipment. Brandenburg shall sell said piece of equipment for a price equal to the scrap value of the equipment. In addition, Machinery & Equipment Co. shall pay Brandenburg Demolition, Inc. all rigging costs incurred in removing said equipment.

- (12) The following equipment shall remain the property of Machinery & Equipment Co. This equipment shall be rigged out by Brandenburg Demolition, Inc. and stored on the job site:

(A) Preparation Building and Shipping Building

- (1) One Sperry plate and frame filter press together with Shriver power pack.
- (2) One stainless steel, jacketed J. H. Day ribbon blender.
- (3) One National Rubber Machinery extruder.
- (4) One Aerco heat exchanger.
- (5) Two Worthington ammonia compressors with 40 H.P. Westinghouse motors, Model VR-7E, S/N L52021 and L52022.
- (6) One Cumberland hammermill, Size "0", S/N 8726.
- (7) One Reeves vari-speed drive.
- (8) One Filtration Engineer's rotary vacuum filter with vacuum pump and receivers.
- (9) One horizontal shell and tube heat exchanger with stainless steel shell.
- (10) Ten Lightning agitators.
- (11) Six stainless steel clad tanks, approximately fifteen (15) feet in diameter with conical tops and bottoms.
- (12) One 312 sq. ft. heat exchanger with stainless steel shell.
- (13) One Blaw Knox stainless steel tank rated at 15 P.S.I. @ 400° F.

(B) Open area adjacent to the Destearinizing and Decolorizing Building

(B-1) Seller to retain 1-Tex-O-Matic Boiler in skid mounted shed, outside of Boiler Bldg. *R*

2110 South Marshall Boulevard, Chicago, Illinois 60623 - (312) 521-3800

Brandenburg

Demolition, Inc.

September 12, 1980

Page -3-

Machinery & Equipment Co.

Re: Demolition of the former Ashland Chemical Plant
Hammond, Indiana

- (1) Seven partially disassembled heat exchangers including shells, tube bundles and heads.
- (C) East of Fat Splitting Glycerine Building
 - (1) Two high pressure gas storage tanks approximately 6' diameter by 30' long.
 - (2) One high pressure splitting column.
- (D) Fat Splitting & Glycerine Building
 - (1) One stainless steel heat exchanger.
 - (2) Two Blaw Knox stainless steel tanks 10' diameter dish bottoms, flat tops.
 - (3) One stainless steel tank, flat top and bottom, 5' diameter by 5' high.
 - (4) One Swenson double effect evaporator system, including two evaporators, one ejector and one barometric condenser.
 - (5) ~~One~~ small Illinois Water Treatment Co. deionizer.
 - (6) Two Lightnin agitators.
 - (7) Two plate and frame filter presses.
- (E) Hydrogenation Building
 - (1) One plate and frame filter press.
 - (2) Two 12,500 gallon stainless steel tanks, 10' diameter by 20' high.
- (13) We will maintain insurance as outlined in the attached certificate.
- (14) The above outlined work will be completed prior to March 31, 1981.

We will perform this work for and in consideration of receiving payment in the amount of ONE (\$1.00) DOLLAR.

The undersigned warrant that they are the owners or duly authorized agents thereof and that pursuant thereto they have the authority to contract as herein provided.

PROPOSED:

BRANDENBURG DEMOLITION, INC.

Thomas J. Little
President

ACCEPTED:

BY Ernest R. Powell
TITLE President

ACCEPTANCE DATE 9/13/80

File #250
2
1



Ashland Chemical Company

DIVISION OF ASHLAND OIL, INC.

5200 PAUL G. BLAZER MEMORIAL PARKWAY, DUBLIN, OH IO 43017 • (614) 888-3333

MAY 03 REC'D

CHARLES BAUNDERS, JR.
Associate Division Counsel - Corporate
(614) 889-3859

March 30, 1982

REPLY TO:
P.O. Box 2219
Columbus, Ohio 43216

Mr. Erik Hansen
Brandenburg Demolition, Inc.
2110 South Marshall Boulevard
Chicago, Illinois 60623

Re: Disposal of Chemicals, Hammond,
Indiana, Your Invoice 917-14

Dear Mr. Hansen:

I am enclosing Ashland Chemical Company's check for \$5,000 representing Ashland's agreed-to contribution toward the cost of removing chemicals from the Hammond site. Ashland consented to this course of action in order that the clean-up might be expedited in light of time constraints placed on the involved parties by the U.S. Environmental Protection Agency.

Ashland has at all times maintained that the cost involved was the responsibility of the property owners, Rabin Brothers, by reason of the Bill of Sale and Indemnity Agreement between Ashland and Rabin Brothers. We intend, therefore, to seek reimbursement for our contribution toward the improvement of the property.

Sincerely,

CSJr:mjc
Attachment

cc: William I. Fine, Esq.

Brandenburg

Demolition, Inc.

April 29, 1982

Page -2-

Efron & Efron

Re: Former Ashland Chemical property
Hammond, Indiana

You have noted that we have invoiced your client for time spent by William O. Somerville, who is an Attorney. We have not invoiced your client for any of the time spent by Mr. Somerville to thoroughly research the problem and find reasonably priced disposal methods. We have included only the time Mr. Somerville spent on the site supervising the separation, overpacking, and loading of the chemicals. Mr. Somerville was the only person in our organization who had sufficient knowledge to supervise this operation.

Please inform your client of his obligation to make prompt payment to Brandenburg in the Amount of \$17,073.55 so that this matter may be concluded. Also remind him of his further obligation in the amount of \$1,000 for the packaging of asbestos which his agents left in a loose condition. This asbestos was placed in plastic bags by Brandenburg at the request of Mr. Ken Rowell to prevent the EPA from citing Machinery & Equipment for improper handling of friable asbestos. I have enclosed a copy of our in-dated November 24, 1980.

Thank you for your help in these matters.

Yours,

BRANDENBURG DEMOLITION, INC.

Thomas J. Little
President

/ms
Encl.

cc: Kenneth Rowell, Machinery & Equipment Co.
Mel Schaeffer, Machinery & Equipment Co.
Irving Rabin, 600 3rd St., San Francisco, Calif.



E. I. DU PONT DE NEMOURS & COMPANY
INCORPORATED

WILMINGTON, DELAWARE 19898

June 7, 1985

FINISHES & FABRICATED PRODUCTS DEPARTMENT

Gentlemen:

Dismantlement D-3607
East Chicago Plant - East Chicago, Indiana
Central Shops and Miscellaneous Buildings

You are invited to bid on work involving the dismantlement and removal of Du Pont's facilities which are located at 5215 Kennedy Avenue in East Chicago, Indiana.

The "Specific Terms and Specifications" dated May 10, 1985 and its accompanying Exhibit "A" are attached and provide the details of the scope of work involved. Further information is given in the "General Conditions for Contracts Involving Dismantlements". Please read all information and be familiar with it prior to submitting your bid.

Interested Contractors should contact Archie Murrish at the Plant to arrange for inspecting the facilities to be dismantled and removed. Telephone: (219) 398-2040. Please bring hard hat and safety glasses with side shields with you if possible.

After your inspection, you are invited to submit your bid **IN WRITING BY LETTER ONLY** to the following P. O. Box address so that it will be received by 4 p.m. Wilmington time of the closing date. Bids received after that time cannot be considered. A self-addressed envelope is enclosed for your convenience. Be sure to forward all bids concerning the subject dismantlement to:

**F&FP - INVESTMENT RECOVERY, D-3607
P. O. BOX 4500
GREENVILLE, DELAWARE 19807**

CLOSING DATE: MONDAY, JULY 15, 1985

Your interest in this job is appreciated. We reserve the right to reject any or all bids. The successful bidder will be notified. You may call this office within two days after the closing date to learn how your particular bid placed among those submitted.

Very truly yours,

Joseph M. Shields, Jr.
Joseph M. Shields, Jr. *Archie 977-4662*
(302) 992-2783

JMS:tmd/Attach.

May 10, 1985

DISMANTLEMENT D-3607
SPECIFIC TERMS AND SPECIFICATIONS

1. The facilities generally listed in the attached Exhibit "A" are offered to competitive bidding for dismantlement on an "as is - where is" basis only. They are located at Du Pont's East Chicago Plant and are the property of the Chemicals and Pigments Department.
2. In addition to the specific terms and specifications set forth herein, Contractor shall adhere to the terms and specifications in Exhibit "A" and "General Conditions for Contracts Involving Dismantlements" (Rev. 10-83) for this work. These are attached and made a part hereof.
3. Contractor shall submit a lump sum bid (please specify as payable by which party) for the work. Material resulting from this dismantlement shall become the property of the Contractor except those items in Exhibit "A" which are specified as being retained by Du Pont and the asbestos insulation, debris, and rubble which is discarded on the Site in accordance with Paragraph 13.

Contractor shall submit with his bid the time necessary to complete the work.

4. Contractor shall carry, in addition to the insurance required in Article 12 of the "General Conditions", an excess liability policy in the amount of \$2,000,000.

This policy shall also name Du Pont as an additional insured for this dismantlement. A certificate indicating this insurance is in effect naming Du Pont as an additional insured and containing the following wording, shall be delivered to Du Pont prior to the start of work.

"Contractor and any subcontractors are insured as to any liability, obligations, or responsibility undertaken by them in Dismantlement Contract D-3607, among which obligations are those contained in Article 14 (Indemnification) and Article 15 (Non-Warranty) in the 'General Conditions for Contracts Involving Dismantlements' (Rev. 10-83) which is a part of the contract."

Article 12 of the "General Conditions" is hereby revised accordingly.

5. Contractor shall obtain the necessary demolition and disposal permit and shall send a copy of each, prior to the start of work, to the address shown in the body of the cover letter.

SPECIFIC TERMS AND SPECIFICATIONS
DISMANTLEMENT D-3607

6. Contractor shall dismantle and remove the facilities in their entirety including supports and attachments down to the concrete.

Contractor shall remove all concrete foundations, piers, walls, curbs, floors, slabs down to a minimum of below the surrounding floor or below the surrounding grade whichever is applicable.

Contractor shall remove all independent concrete foundations and piers down to a minimum of below surrounding grade.

Ground level concrete floors and pads shall remain in place.

Contractor shall remove any anchor bolts and reinforcing rods down to the same level as the concrete is removed.

Contractor to remove "French drain" tiles serving steam traps and utility pole down guy anchors to a minimum depth of six inches (6") below grade.

7. Contractor shall backfill all excavations, holes, and depressions remaining after the dismantlement as follows:

Contractor may use sand or clean rubble not over four inches (4") in any dimension that is free from combustible material and excess steel rods to backfill the deeper holes up to a maximum of six inches (6") below the surrounding grade.

Contractor shall fill all excavations, holes, and depressions, and cover any concrete fill with a minimum of six inches (6") of sand or crushed limestone acceptable to the Plant Representative.

Contractor shall fill the shallower holes with sand or crushed limestone.

Areas adjacent to blacktop or concrete shall be topped with crushed limestone.

Contractor shall furnish all crushed limestone fill and topping material. Contractor may excavate and haul the sand backfill material from a location on the plant that is approximately one-half mile from the dismantlement site.

Contractor shall grade the areas to blend with the surrounding grade and to maintain surface drainage with the surrounding areas and leave no tripping hazards. Contractor shall provide sufficient fill to insure this drainage.

SPECIFIC TERMS AND SPECIFICATIONS
DISMANTLEMENT D-3607

7. Continued

Plant roadways, blacktop, and stone that are disturbed to remove railroad track or other structures shall be repaired by placing compacted crushed limestone so repaired area is at the same elevation as adjacent road surfaces.

Railroad track removal includes track and all ties except where track is imbedded in concrete. Depressions left by track to be filled with crushed limestone flush with adjacent grade or road surface.

8. Contractor is hereby put on notice that these facilities referred to in this dismantlement may have been used for flammable, toxic, or other dangerous substances such as saw dust, gasoline, fuel oil, and lubricants.

Some of these substances may still remain in these facilities. Contractor should become familiar with the hazards associated with these substances. Du Pont makes no guarantee or representation, expressed or implied, that the flammable, toxic, or other dangerous substances referred to herein have been lessened or removed to any extent.

Contractor understands that the assumption of responsibility and indemnity provisions of Articles 14 and 15 of the 'General Conditions' are fully applicable to Contractor with regard to such facilities.

Contractor also agrees to indemnify, defend and hold harmless Du Pont and its agents, employees, successors, and assigns against any and all suits, claims, damages, expenses, or liabilities, including reasonable attorney's fees, for any damage to any property or for any injury to, or the death of, any person arising out of, or resulting from, in any way the handling, dismantlement, removal, use, disposition, or conveyance of these facilities and equipment by Contractor or by any others.

Contractor further agrees to give notice to any third party to whom these facilities are later conveyed of the possible presence of such flammable, toxic, or other dangerous substances which may be present in these facilities.

9. Contractor shall consider that some of the pipe and equipment insulation contains asbestos, and Contractor shall be responsible for complying with all government regulations regarding asbestos. Contractor understands that the assumption of responsibility and indemnity provisions of Articles 14 and 15 of the 'General Conditions' are fully applicable to Contractor with regard to such

SPECIFIC TERMS AND SPECIFICATIONS
DISMANTLEMENT D-3607

9. Continued

asbestos. Any pipe insulation not labeled "N" or "NA" must be treated as containing asbestos. Asbestos insulation shall be removed before buildings of other structures supporting pipe or equipment are disturbed. Sections of asbestos pipe or equipment may be lowered to the ground and insulation removed before supporting buildings or structures are disturbed.

Contractor shall notify the EPA and shall send Du Pont a copy of the EPA notification letter, to the address shown in the body of the cover letter, 20 days prior to the start of work. Contractor shall send Du Pont copies of Indiana asbestos disposal permits before removing asbestos from plant.

Contractor shall make all arrangements for and assume all costs for the disposal of the asbestos insulation.

10. Contractor and Contractor's employees must comply with the safety rules as found in the "Demolition Safety Manual" as published by the National Association of Demolition Contractors, dated 1981; the "Safety Instructions for Contractor's Performing Work on Du Pont East Chicago Plant," dated 8/80; and "Safety Rules for Contractors," East Chicago Plant, dated 1/83. Copies of both sets of Du Pont rules will be provided during facility inspection. In the event a rule from one set of rules is inconsistent with a rule from another set of rules or other requirements of this contract then the more stringent requirement applies.
11. Contractor may use a gas cutting torch for the dismantlement work (except on rubber-lined equipment), provided written permission in the form of a "Work Permit" is obtained from the Plant Representative before starting and provided the Contractor uses the torch in accordance with all regulations set forth by the Plant Representative. Some of these regulations, but not limited thereto, are as follows:
 - a. A burning permit will be required each day.
 - b. Contractor shall furnish and maintain in effective usable condition dry chemical type extinguishers (minimum size ten pounds) readily accessible to each burner.
 - c. When an area in which cutting torches have been used is to be left unoccupied during breaks, lunch, or at the end of the working day, the area shall be inspected by a responsible representative of the Contractor to detect and extinguish any smoldering fires or residual hot slag.

SPECIFIC TERMS AND SPECIFICATIONS
DISMANTLEMENT D-3607

11. Continued

- d. Compressed gas cylinders in storage or in use must be fastened securely in an upright position away from any source of heat or flame.
 - e. No heavy or black smoke issuing from burning operations is permissible.
 - f. Compressed gas cylinders shall not be taken inside operating building unless special permission is obtained from the Plant Representative.
12. No open burning of trash, scrap, or other material will be permitted.
13. Contractor shall remove all dismantled scrap materials and equipment that is not retained by Du Pont and all debris and rubble, both burnable and non-burnable, from the Site. The dismantlement area must be cleaned up daily.

Contractor may, however, deposit brick and concrete that is free from combustible materials and excess steel rods on the Site in a location as designated by the Plant Representative. Such rubble shall be covered with sand to a depth of four inches (4") when deposits have been completed. Sand is available at the Plant as per Paragraph 7 on page 2.

14. Contractor shall clear all passageways, roadways, and railroad tracks of any dismantled material or rubble at the end of each workday.
15. Contractor shall barricade off dismantlement area and post warning signs to exclude unauthorized personnel. Access gates should be provided as needed. The barricade shall be constructed of yellow safety rope or yellow barricade tape 5/8 inches or more in width, maintained at a minimum of three (3) feet above grade and furnished by the Contractor. Extent of the area to be barricaded shall be designated during plant inspection. Barricades shall not be removed until released by the Plant Representative.

All work shall be done within these limits unless special arrangements are made with the Site Representative.

16. Hard hats, approved safety glasses with side shields, safety shoes, and protective clothing to be furnished by the Contractor must be worn by the Contractor's employees at all times when on the plant.

SPECIFIC TERMS AND SPECIFICATIONS
DISMANTLEMENT D-3607

17. Du Pont will not furnish compressed air facilities.
18. Contractor shall furnish adequate sanitary facilities for his employees, including those facilities required for persons handling asbestos.
19. Cafeteria or lunch room facilities are not available for Contractor's personnel.
20. Contractor shall furnish his own office and storage space for tools, materials, and process equipment and shall arrange for his own telephone service if it is desired.
21. Du Pont will weigh truckloads of the Contractor's materials on scales at the Site at no cost to the Contractor if requested in advance by the Contractor. If for any reason the scales are not operable, Du Pont will not be chargeable for any outside weighings.
22. In accordance with Articles 3 and 9 of the 'General Conditions' the following are some, but not necessarily all, of the Site regulations that must be adhered to by Contractor's employees.
 - a. A meeting will be held with the successful Contractor prior to start of work at which time plant safety regulations and general procedures that Contractor will be expected to follow will be discussed.
 - b. Smoking is permitted only in the locations designated by the Site Representative.
 - c. Contractor must notify the Plant Representative of all equipment to be used on the Site which will radiate noise in excess of 90 DBA. The Plant Representative must approve the use of such equipment before it is brought onto the Site.
 - d. Site parking and gate pass requirements will be explained during facility inspection. Contractor is responsible for communicating this information to his employees and any subcontractors.
 - e. Site working hours are from 7:30 a.m. to 4:00 p.m. If Contractor's working hours are different, it should be so stated in his bid.

SPECIFIC TERMS AND SPECIFICATIONS
DISMANTLEMENT D-3607

22. Continued

- f. Contractor may work more than eight hours a day Monday through Friday or work on weekends provided he notifies the Plant Representative at least 24 hours in advance of each workday and provided he furnishes all extra equipment he may need such as electrical power for lighting. Article 4 of the 'General Conditions' is hereby amended accordingly. No additional compensation shall be allowed beyond Contractor's bid price for any premium incurred by his decision to work outside of regular hours.
- g. Contractor is advised that the following are 1985 Du Pont holidays and, in general, no work should be scheduled for these days.

New Year's Day	Tuesday, January 1
Good Friday	Friday, April 5
Memorial Day	Monday, May 27
Independence Day	Thursday, July 4
Floating	Friday, July 5
Labor Day	Monday, September 2
Thanksgiving Day	Thursday, November 28
Day after Thanksgiving	Friday, November 29
Christmas Eve	Tuesday, December 24
Christmas Day	Wednesday, December 25

23. Contractor shall submit in writing to Du Pont's Site Representative a complete dismantlement plan for approval prior to starting work. This plan shall include the methods, procedures, materials, and equipment proposed to ensure the continuous protection of Du Pont property and personnel. This plan shall also include the methods, procedures, materials, equipment, sequence of events, and timing proposed to accomplish the dismantlement.
24. In accepting a contract with Du Pont, the Contractor agrees that a description of the work performed will not be used for publicity purposes.
25. In addition to evaluating proposals on the basis of lump sum bid and schedule, bidders' and their proposed tier subcontractors' safety performance records will be considered. To permit evaluation of the latter, bidders shall submit, with their bid proposal, Du Pont Contractor's Data Brief for themselves and each proposed tier subcontractor. Copies of the Data Brief are attached and may be reproduced by the bidder if necessary. A Contractor's Data Brief will be required to be submitted for any tier subcontractor added after contract award when requesting Du Pont's consent to so subcontract in accordance with Article 11 of the "General Conditions."

May 13, 1985

DISMANTLEMENT D-3607
EXHIBIT "A"

Description of the facilities to be dismantled and removed by the Contractor.

I. Central Shops Area

Area extends from track south side of Metal Shop (No. 111) to road north side of Central Shop and Stores (No. 110) and from Road east side of Central Shop and Stores (No. 110) to west side of Central Change House (No. 128).

A. Buildings

- ✓ 1. Metal and Car Shop Building No. 111 of brick steel and wood construction approximately 125' x 90'. Material storage racks north and west sides of building.
- ✓ 2. Central Shops and Stores Building No. 110 of brick, steel, and wood construction approximately 290' x 75'.
- ✓ 3. Central Change House Building No. 128 of brick, steel, and wood construction approximately 75' x 50'.
- ✓ 4. Compressed gas cylinder storage dock east of road east side of Building No. 110. Concrete, steel, and transite construction.

B. Equipment

- 1. Welding fume exhaust system, Building No. 111
- 2. Steam line servicing area starting from a point approximately 200 feet south of southeast corner of Building No. 111
- 3. Air line servicing area starting from a point approximately 200 feet south and 150 feet west of southeast corner Building No. 111
- 4. Electric lines serving buildings within the area including Poles EE 0241, EE 0259, EE 0280, and EE 0261.
- 5. Work and tool trailer east side Building No. 111.
- 6. Tank car rack and wood fence west side of Building No. 111.
- 7. Excess shelving and stores materials
- 8. Parking blocks in parking lots north of Building No. 111 and west of Building No. 128
- 9. Transformer fence and foundations north of road north of Building No. 110

C. Equipment to be retained by Du Pont or set aside for Du Pont

- 1. Steam and air line supports from header 200 feet south to east side of Building No. 111
- 2. Six-inch nitrogen line supported by Item 1 above
- 3. Sanitary sewer Pumphouse "A" east side of Building No. 110
- 4. Gasoline pump and storage tank north of Pumphouse "A"

DISMANTLEMENT D-3607
EXHIBIT "A"

C. Equipment to be retained by Du Pont or set aside for
Du Pont (Contd.)

5. Electric lines servicing Items 3 and 4 above
6. Terminal box post and electrical leads from underground
nitrogen pipeline--northeast corner Building No. 110
7. Air compressor (5 H.P.) on second level of Automotive
Shop

II. TOB - Building K-2 Area

Area extends from south side of roadway south of TOB
Building No. K-2 to south side of roadway north of Bldg. K-2
between a north-south line just east of Shift Supervisor's
Office Building No. 4 and a north-south line approximately 50
feet east of Building K-2.

A. Buildings

1. Office and Change House Building, Building No. K-2 of
brick and wood construction approximately 42' x 210'

B. Equipment

1. Tank truck loading rack
2. Pipe bridge from south side of road to Item 1
3. Overhead lines and supports within area
4. Three electric poles
5. Central heating and air conditioning unit for building
6. Parking lot blocks in area including those east of K-2
7. Old water heater south of building
8. Approximately 80 pieces 6-inch pipe on ground east of
east warehouse

C. Equipment to be set aside for Du Pont

1. New water heater in south end of building

III. Electrical Connections

Areas of the plant outside the areas outlined in Parts I & II.

DISMANTLEMENT D-3607
EXHIBIT "A"

III. Electrical Connections (Contd.)

A. Electric Lines

1. Overhead electric lines and poles along road north of Building 110 and east of Building 110. Covers a ground distance of approximately 1300 feet and includes the following poles and associated brace poles and down guys:

EE 0031	
EE 0030	EE 0066
EE 0029	EE 0067
EE 0028	EE 0063
EE 0025	EE 0070
EE 0024	EE 0071
EE 0243	
EE 0023	EE 0264
EE 0022	
EE 0021	

IV. Railroad Tracks

- A. Approximately 7,430 feet of railroad track and switches at various places in the plant as listed below. A map showing track locations will be available at the plant at the time of the plant inspection.

<u>Track No.</u>	<u>Approx. Length</u>
E-3	300
E-4	400
E-8	330
E-10	770
E-11	1,100
E-12	820
E-13	650
F-7	1,150
G-10	1,100
G-16	240
G-18	570
<hr/>	
	7,430
	5,500

Switch Nos. 11, 16, 17, 39 & 40

**GENERAL CONDITIONS
FOR CONTRACTS INVOLVING DISMANTLEMENTS
E. I. DU PONT DE NEMOURS AND COMPANY**

1. SITE AND LOCAL CONDITIONS—The Contractor has the right to examine the site in order to acquaint itself with local conditions. It is understood, however, that the Contractor accepts conditions at the site as of the date of its proposal and no allowances will be made after award for any error or negligence by Contractor in this connection.

The work shall be done under the coordination, scheduling, and inspection of Du Pont. Any coordination, scheduling or inspection by Du Pont shall not relieve Contractor from its responsibilities specified hereunder.

If Contractor's work joins that of others done after the date of this order, Contractor shall notify Du Pont immediately in writing of any condition which may affect completion of the work or the cost thereof. Absence of such notification shall constitute an acceptance of the conditions at the site.

2. CHANGES AND EXTRA WORK—Du Pont may, by written direction, make changes in the work or authorize additional work. In all cases where the amount or character of the work is affected, any adjustment of the compensation must be authorized in writing by Du Pont's Finishes & Fabricated Products Department, Material Reclamation Systems, prior to performance of the change or additional work.

3. SAFETY AND HEALTH—Contractor shall: (a) comply with all federal, state and local regulations concerning safety and health, with applicable plant safety rules and regulations, and such other special safety provisions as may be set forth in the offering; (b) promptly report to Du Pont cases of death, occupational disease and OSHA-recordable injury caused by work on the job; (c) maintain an educational program to assure the inclusion of safety instruction as a part of job assignment; (d) arrange for first-aid treatment of job-incurred injuries in accordance with requirements of its insurer for Worker's Compensation Insurance.

If Du Pont notifies the Contractor of any noncompliance with the provisions of this Article and the action to be taken, the Contractor shall (immediately, if so directed, otherwise in not more than 48 hours after receipt of such notice) make all reasonable efforts to correct the existing conditions. If the Contractor fails to do so, Du Pont may stop all or any part of the work hereunder. When satisfactory corrective action is taken by the Contractor, a start order will be issued by Du Pont. No part of the time lost due to any such work stoppage shall be made the subject for claim for extension of time or for additional costs or damages by the Contractor.

Although Contractor must arrange for first-aid treatment, Du Pont may make first aid available to Contractor's employees, in consideration for which Contractor, its successors, and assigns hereby assume full and complete responsibility and liability for all injuries and damages to any of its employees arising out of or allegedly attributable in any way to such first-aid treatment and services. The Contractor understands that the indemnity provisions of Article 14 below are fully applicable with regard to such first-aid or medical services. Nothing contained herein shall be construed as imposing any duty upon Du Pont to provide facilities necessary to furnish first-aid treatment or related services to Contractor's employees or to make such facilities and services available to Contractor's employees.

4. SCHEDULE AND DELAYS—Contractor shall start dismantling operations after written authorization by Du Pont and shall complete all work in the time specified in the contract. Contractor shall adhere to a working schedule of eight (8) hours per day, five (5) days per week (Saturdays, Sundays, and Du Pont holidays excluded) unless otherwise specified in the contract.

Neither party shall be liable for delays caused by fire, flood, labor trouble, war, act of Government or any other cause reasonably beyond its control but shall use all reasonable efforts to minimize the extent of the delay.

5. BID PREPARATION—All drawings, dimensions, descriptions, materials of constructions and weights which are provided in attached Specific Terms and Specifications and Exhibits or supplied at the site are made available to the Contractor for his information as a guide and are not guaranteed by Du Pont. Contractor shall rely on his own skill, experience, knowledge, and physical inspection of the facilities in preparing his bid.

6. SUPERVISION—Contractor shall keep on the work a competent supervisor who shall be its authorized representative for all purposes under this Agreement.

7. DISCONNECTIONS AND UTILITIES AVAILABLE—Du Pont shall disconnect all service and process lines which are incidental to the building and/or facilities to be dismantled under this contract. Contractor shall dismantle said lines from the point of disconnection to the point of termination within the dismantlement area.

Unless otherwise specified in the contract Du Pont shall make available to Contractor at the nearest outlet to the dismantling site 110 volt electrical power and water at no charge to Contractor. Contractor, however, shall run the necessary lines at its own expense from the source to the dismantling site in accordance with plant safety practices and regulations.

8. COMPLIANCE WITH REGULATIONS—Contractor shall give such notices and secure and pay for permits, licenses, and easements required for its work.

9. WORKMANSHIP, EMPLOYEES AND HOUSEKEEPING—Contractor represents to Du Pont that Contractor has the necessary experience, skill, and equipment to accomplish the work hereunder. The work shall be executed in the best and most workmanlike manner in strict conformity with the best standard practice. Contractor shall have the exclusive control of the manner and method of performing the work and shall be responsible for persons engaged on the work. None of said persons shall constitute an employee of Du Pont.

Contractor and Contractor's employees shall not start work in an area or building without first having received permission, instruction, and identification from the Site representative. Contractor's employees shall confine themselves to areas designated by Du Pont and shall go to and from these areas by routes designated by the Du Pont representative. Contractor's employees will be subject to Du Pont's badge and pass requirements in effect at the site of the work.

The dismantlement site shall be kept clean and orderly at all times and shall not be used for the accumulation, storage, or display of salvage materials. At the completion of work, the dismantlement site shall be left in a broom-cleaned condition satisfactory to the Site representative.

10. TERMS OF PAYMENT—If the Contractor's bid results in payment of the contract price to Du Pont, said sum shall be paid prior to the commencement of the work. If the Contractor's bid results in a payment to the Contractor from Du Pont, the money shall be paid upon completion of the work to the satisfaction of Du Pont and receipt of the Release of Liens and Claims required by Article 16 hereof.

11. TAXES—Contractor assumes full responsibility for the payment of all Social Security, Unemployment Compensation and other taxes and charges for all employees engaged by Contractor in the performance of the services hereunder; and it will require each of its subcontractors, if any, to do the same.

12. INSURANCE—Contractor shall carry, at its expense, insurance in minimum limits as follows:

(a) Worker's Compensation—Statutory; and Employer Liability—\$100,000 per accident.

• This item requires a Waiver of Subrogation against Du Pont.

(b) Comprehensive General Liability, Bodily Injury, and Property Damage in a combined single limit—\$500,000 per occurrence.

(c) Comprehensive Automotive Liability Bodily Injury and Property Damage in a combined single limit—\$500,000 per occurrence.

• If Contractor will not use its motor vehicles on Du Pont property in connection with the work being performed hereunder other than parking areas, a letter so stating is acceptable in lieu of the automotive insurance certificate. However, no vehicles of the Contractor or of its employees or subcontractors will be permitted upon Du Pont sites at locations, other than parking areas unless certificate has been submitted.

The above referenced General Liability insurance policies shall contain specific reference to the dismantling work provided for in this contract AND SHALL NAME DU PONT AS AN ADDITIONAL INSURED. Also such policies shall contain an endorsement whereby Contractor is insured as to any liability, obligation, or responsibility undertaken by Contractor in this dismantling contract, among which obligations are those contained in Articles 14 and 15 (Indemnification and Non-Warranty) hereof. Contractor shall maintain at its cost such other insurance as Du Pont may request in writing.

Certificates of insurance evidencing the coverages required above shall be filed with Du Pont's Finishes and Fabricated Products Department, Material Reclamation Systems, prior to the furnishing of services under this Agreement. Such certificates shall provide that the insurer will give Du Pont not less than thirty (30) days' advance notice of any changes or cancellation of coverage. In the event any subcontractor is employed, Contractor shall require subcontractor to carry the same coverages in the same limits.

13. TERMINATION—If Contractor should be adjudged a bankrupt, or should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to make prompt payment to subcontractors or for materials or labor, or disregard laws, ordinances or other governmental regulations, or violate any provisions of the contract, Du Pont may, on giving 7 days written notice, terminate Contractor's services, take possession of the premises and all things thereon and finish the work in any manner suitable to Du Pont. If cost of finishing the work exceeds the amount unpaid to the Contractor, Contractor shall pay Du Pont the difference.

14. INDEMNIFICATION—Contractor shall fully indemnify Du Pont against all loss and expense (including, without limitation, reasonable attorneys' fees) and for injury to or death of any person (including, without limitation, injury to or death of employees of Contractor or Du Pont) or loss of or damage to any property (including, without limitation, damage to Du Pont's or Contractor's property) incurred by Du Pont and resulting in any way from any act or omission, negligent or otherwise, on the part of Du Pont or Contractor, its agents, employees, subcontractors or assignees, in connection with the performance of this Agreement, except when such loss and expense are caused solely by the willful misconduct or negligence of Du Pont.

15. NON-WARRANTY—Property to which Contractor becomes entitled hereunder is transferred on an "As-Is" basis. DU PONT MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE QUANTITY, QUALITY, KIND, CHARACTER, CONDITION, OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY EQUIPMENT, FACILITIES, RELATED MATERIALS AND OTHER PROPERTY TO WHICH CONTRACTOR BECOMES ENTITLED IN ACCORDANCE WITH THIS CONTRACT. CONTRACTOR SHALL INDEMNIFY AND SAVE DU PONT HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) WHATSOEVER ARISING FROM OR GROWING OUT OF THE REMOVAL, HANDLING, USE, DISPOSITION, POSSESSION, TRANSPORTATION OR CONVEYANCE BY CONTRACTOR OR BY ANY OTHERS OF SAID EQUIPMENT, FACILITIES, RELATED MATERIALS AND OTHER PROPERTY.

16. RELEASE OF LIENS AND CLAIMS—Contractor shall furnish Du Pont a complete "Release of Liens and Claims" before final payment is made. If any lien is filed or remains unsatisfied after final payment, Contractor shall indemnify Du Pont for all costs incurred in discharging such lien.

17. SUBCONTRACTS—Contractor shall not subcontract work hereunder without prior written consent of Du Pont. Rejection by Du Pont of any proposed subcontractor shall not obligate Du Pont for additional cost. If required, the Contractor will furnish Du Pont a copy of any subcontracts.

18. ASSIGNMENT—This Agreement shall not be assignable by either party without the prior written consent of the other.

19. INDEPENDENT CONTRACTOR—The employees, methods, equipment and facilities used by Contractor shall at all times be under its exclusive direction and control. Contractor's relationship to Du Pont under this Agreement shall be that of an independent contractor and nothing in this Agreement shall be construed to constitute Contractor, or any of its employees, an agent, associate, joint venturer or partner of Du Pont.

20. INTEGRATION—This contract, when executed, contains the entire agreement between the parties. There are no previous or contemporary understandings, representations or warranties not set forth herein. No subsequent modifications of this contract, including any conditions forming part of Contractor's bid, shall be of any force or effect unless in writing, signed by both parties.

21. RESERVATION OF RIGHTS—Du Pont's waiver of any of its remedies for a breach by Contractor is without prejudice and shall not operate to waive any other remedies which Du Pont shall have available to it, nor shall such waiver operate to waive Du Pont's rights to any remedies for a future breach, whether of a like or different character.

Brandenburg

Demolition, Inc.

June 18, 1980

Director, Enforcement Division
U.S. Environmental Agency
230 S. Dearborn Street
Chicago, Illinois 60604

Gentlemen:

This is to inform you that we are preparing to undertake a demolition project at the former Ashland Chemical Plant at 167th & Indianapolis Blvd., East Chicago, Indiana.

In connection with the latter, we anticipate the necessity of removing some asbestos insulating materials. We are, therefore, submitting the following attached information in compliance with the pertinent provisions of 40 CFR 61.22 (d) (2) (i-viii).

Yours Truly,

BRANDENBURG DEMOLITION, INC.



William O. Somerville
Safety Director

/ms
Encl.

Brandenburg

Demolition, Inc.

NOTICE OF INTENT TO DEMOLISH

Per 40 CFR 61.22 (d) (2)

- (i) Brandenburg Demolition, Inc.
- (ii) 2110 S. Marshall Blvd., Chicago, Illinois 60623
- (iii) Chemical Plant, 167th & Indianapolis Blvd., East Chicago, Ind.
- (iv) 230 S. Dearborn Street, Chicago, Illinois
- (v) Starting Date, approximately 10/01/80; tentative completion date 1/01/81
- (vi) Manual Labor
- (vii) Strip Asbestos; place in leakproof and properly labeled containers; deposit at waste disposal site of the type provided for in 40 CFR, 61.25.
- (viii) C.I.D. Corporation, P.O. Box 214, Calumet City, Illinois

(ix) N/A

CWM #5023

FILE
AshlandILLINOIS ENVIRONMENTAL PROTECTION AGENCY
DIVISION OF LAND/NOISE POLLUTION CONTROL
SPECIAL WASTE DISPOSAL APPLICATIONCARD TYPE DATE 1/5/81 L P S W C AUTHORIZATION NUMBER 8 TRANS CODE 14 DATE ENTERED (Agency Use) 15 / 16 / 17 18 / 19 20

WASTE HAULER

HAULER REGISTRATION NUMBER 0753 NAME Brandenburg Demolition, Inc.
ADDRESS 2110 South Marshall Blvd. COMMUNITY Chicago
COUNTY Cook STATE IL ZIP 60623 AREA CODE 312 TELEPHONE 521-3800

WASTE GENERATOR

GENERATOR CODE 25 G NAME Brandenburg Demolition, Inc.
ADDRESS 2110 South Marshall Blvd. COMMUNITY Chicago
COUNTY Cook STATE IL ZIP 60623 AREA CODE 312 TELEPHONE 521-3800GENERATOR CONTACT NAME Jack HesotianDUNS NUMBER N/A SIC CODE 1795PROCESS NAME Pipe Insulation

WASTE CHARACTERISTICS

GENERIC WASTE NAME AsbestosIUPAC WASTE NAME Pipe and Boiler InsulationTOTAL ANNUAL WASTE VOLUME 500 VOLUME UNITS 1 WASTE PHASE 1TRANSPORT FREQUENCY 2 WASTE CLASS (Agency Use) 64 65 1 = CUBIC YARDS 1 = SOLID
2 = GALLONS 2 = SEMI-SOLID
3 = LIQUID
4 = GAS1 = ONE TIME 5 = MONTHLY
2 = DAILY 6 = BI-MONTHLY
3 = WEEKLY 7 = QUARTERLY
4 = BI-WEEKLY 8 = SEMI-ANNUALLY

DRUMS

(Code either "1" for Low, "2" for Medium, or "3" for High as appropriate for columns 21 through 26):

INHALATION TOXICITY 3 DERMAL TOXICITY 1 INGESTIVE TOXICITY 3 INFECTIOUS 24 REACTIVITY 26 EXPLOSIVE 28FLASH POINT 200 F ALPHA RADIATION 31 (pCi/L) 36 COMPOSITION 21 = ORGANIC
2 = INORGANICPERCENT ACIDITY 38 PERCENT ALKALINITY 41 pH 44PERCENT TOTAL SOLIDS 97.28Ash Content 91.91%

KEY COMPONENT NAME	PERCENT	KEY COMPONENT NAME	PERCENT
1 A mosite Asbestos	30.0	2 Chrysttite Asbestos	20.0
3 LIMESTONE + INORGANIC SALTS	41.9	4 WATER	8.1
5		6	
7		8	